

Skokie Valley Bike Path (*Laurel Avenue to north corporate limits*); Maintenance:
City of Lake Forest Agreement

Accounts Payable (1) cert.
Transportation (2) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

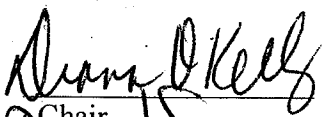
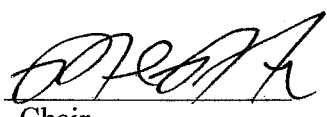
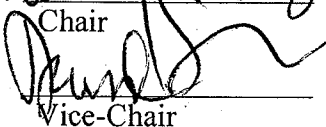

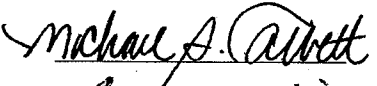
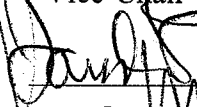
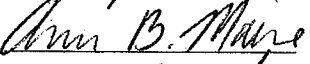
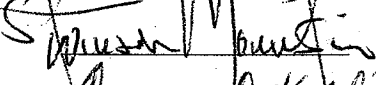
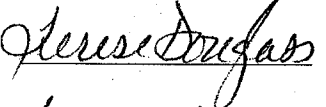
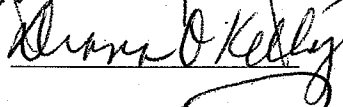
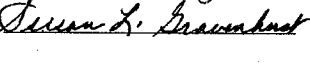
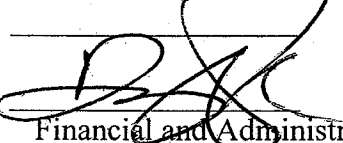
ADJOURNED REGULAR SEPTEMBER, A.D. 2007 SESSION

JANUARY 15, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement with the City of Lake Forest for the City's maintenance of the Skokie Valley Bike Path from Laurel Avenue northerly to the City of Lake Forest's corporate limits.

WE RECOMMEND adoption of this Resolution.

	Aye	Nay		Aye	Nay
 Chair	✓	_____	 Chair	x	_____
 Vice-Chair	✓	_____	 Vice-Chair	✓	_____
 Michael A. Albright	✓	_____	 David	✓	_____
 Ann B. Maize	✓	_____	 Susan Martin	✓	_____
 Terese Douglas	✓	_____	 Diana O'Kelly	✓	_____
 Susan L. Gravenhorst	✓	_____	 Chair	_____	_____
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, the right-of-way of the former Chicago, North Shore and Milwaukee Railroad from south of IL Rte. 176 to the county line of Lake County/Cook County is being developed into a bike path named the Skokie Valley Bike Path; and

WHEREAS, Lake County proposes to have constructed that portion of said bike path from Laurel Avenue within the City of Lake Forest and extending northerly to IL Rte. 176, and including a tunnel crossing beneath the Union Pacific Railroad; and

WHEREAS, Lake County and the City of Lake Forest are desirous of entering into an agreement for the maintenance of the portion of said Skokie Valley Bike Path within the corporate boundaries of Lake Forest, a draft copy of which is attached hereto, setting forth the terms and obligations to each agency.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the Lake County Board, the County Clerk, and the County Engineer are authorized to execute an agreement regarding the maintenance of the Skokie Valley Bike Path (*Laurel Avenue to north corporate limits*) within the City of Lake Forest. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the County Board and the County Clerk.

Dated at Waukegan, Illinois
this 15th day of January 2008

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE CITY OF LAKE FOREST
FOR THE MAINTENANCE OF THE
SKOKIE VALLEY BIKEWAY**

THIS AGREEMENT entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the CITY OF LAKE FOREST, an Illinois Municipal Corporation, acting by and through its CITY President and Board of Trustees, hereinafter referred to as the CITY.

WITNESSETH

WHEREAS, the COUNTY is desirous of extending the Skokie Valley Bikeway, hereinafter referred to as the BIKEWAY, on the Commonwealth Edison Company, hereinafter COM ED, right-of-way, with a tunnel crossing of the Union Pacific Railroad, in the western portion of the CITY, from Laurel Avenue north to the CITY's corporate limits, in accordance with the provisions of one (1) or more recreational lease agreements with COM ED, hereinafter referred to as the COM ED AGREEMENTS. Said COM ED AGREEMENTS by reference herein are hereby made a part hereof; and

WHEREAS, the CITY is desirous of having the BIKEWAY constructed upon said COM ED right-of-way within the CITY's corporate limits; and

WHEREAS, the various responsibilities for the maintenance of the BIKEWAY from Laurel Avenue south to the CITY's corporate limits are governed by a separate joint agreement between the COUNTY and the CITY dated July 8, 1997, hereinafter referred to as the PRIOR AGREEMENT. Said PRIOR AGREEMENT shall remain in full force and effect and by reference herein are hereby made a part hereof; and,

WHEREAS, the CITY is desirous of entering into a separate agreement with the COUNTY regarding the maintenance of the northern extension of said BIKEWAY which would act to replace Paragraph 3 of said PRIOR AGREEMENT as it would apply to the BIKEWAY as defined in THIS AGREEMENT; and

WHEREAS, said COM ED AGREEMENTS include provisions for the maintenance of the right-of-way subject to the COM ED AGREEMENTS; and

WHEREAS, said COM ED AGREEMENTS permit the COUNTY the right to enter into agreements with the CITY as to the maintenance of the BIKEWAY and the applicable portions of the COM ED right-of-way subject to the COM ED AGREEMENTS.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, the COUNTY and the CITY do hereby enter into the following:

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. The CITY agrees to perform routine maintenance, at its expense, on the completed BIKEWAY, identified in EXHIBIT A of THIS AGREEMENT, and a fifty (50) feet wide corridor, the centerline of which shall be congruent with the centerline of the BIKEWAY, in accordance with the terms and conditions of the COM ED AGREEMENTS, that is within the corporate limits of the CITY.
3. It is mutually agreed by and between the parties hereto that for the purposes of THIS AGREEMENT, routine maintenance of the BIKEWAY shall be construed to mean the inspection of the BIKEWAY on a regular basis for all defects and/or deficiencies and the removal from the BIKEWAY of debris and all other potential hazards, impediments or obstructions to bicycle and pedestrian traffic, the repair of potholes, and prompt notification to the COUNTY of any problems requiring major maintenance. Specifically excluded as routine maintenance activities to be performed by the CITY are changes to the geometrics, surface type, shoulder type, design characteristics, resurfacing, replacement, reconstruction, widening or expansion of the BIKEWAY and/or the tunnel.

It is further agreed that for the purposes of THIS AGREEMENT, major maintenance of the BIKEWAY, to be performed by the COUNTY, shall be construed to mean the correction of any defects and/or deficiencies in the construction of the BIKEWAY and/or the tunnel, resurfacing, replacement, reconstruction, widening or expansion of the BIKEWAY and/or the tunnel.

4. The CITY agrees to pay one hundred percent (100%) of all energy costs required for the use and operation of the light fixtures in the tunnel for the

BIKEWAY crossing of the Union Pacific Railroad tracks. Said energy costs shall be paid directly to the utility providing the energy for said light fixtures.

5. Either the COUNTY or the CITY may terminate the maintenance obligations of the CITY under THIS AGREEMENT for the BIKEWAY by written notification giving ten (10) days notice of the time and date when such maintenance shall terminate. Said notification shall be given to the COUNTY's County Engineer or the CITY's Mayor as the case may be.
6. It is mutually agreed by and between the parties hereto that Paragraph 3 of the PRIOR AGREEMENT shall not apply to the BIKEWAY as defined in THIS AGREEMENT but that THIS AGREEMENT shall operate in its place.
7. Except as stated in Paragraph 8 of THIS AGREEMENT, the CITY agrees to defend itself in any actions or disputes brought against the CITY in connection with or as a result of THIS AGREEMENT and shall indemnify and save harmless the COUNTY, its elected officials and its duly appointed officials, agents, and employees against any action resulting from or connected with the acts of the CITY, its personnel and agents or representatives of any organization acting with or for the CITY or at its request or under the CITY's instruction in the performance thereof, including but not limited to appearing for and defending the COUNTY, its elected officials and its duly appointed officials, agents and employees.
8. It shall be the sole responsibility of the COUNTY, in accordance with the COM ED AGREEMENTS, unless otherwise provided, to design and construct the BIKEWAY. The COUNTY agrees to hold harmless, indemnify and defend the CITY, its elected officials and its duly appointed officials, agents and employees against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the design, construction or maintenance of the BIKEWAY unless otherwise provided.
9. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship or co-partners between the parties hereto, or as constituting the CITY (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CITY is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.

10. By and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
11. It is mutually agreed by and between the parties hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
12. That THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
13. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.
14. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

16. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto shall assign its rights or delegate its duties as set forth in THIS AGREEMENT without the express written consent of the other party.
17. THIS AGREEMENT takes effect on the first day of the month immediately after the completion of construction, and acceptance by the COUNTY's County Engineer, of the BIKEWAY as described in EXHIBIT A of THIS AGREEMENT.
18. THIS AGREEMENT shall remain in full force and effect for such a period of time as the BIKEWAY remains in place as constructed, unless sooner terminated pursuant to Paragraph 5 of THIS AGREEMENT.

ATTEST:

Clerk, CITY OF LAKE FOREST

CITY OF LAKE FOREST

By: _____
Mayor
CITY OF LAKE FOREST

Date:

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/Director of Transportation

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A

IDENTIFICATION OF THE BIKEWAY SEGMENT
SUBJECT TO THIS AGREEMENT
TO BE MAINTAINED BY THE CITY

EXHIBIT A

Following is the identification of the BIKEWAY to be maintained by the CITY.

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Maintenance Begins</u>
Laurel Avenue	North Corporate Limits	COUNTY constructed paved BIKEWAY.	Upon completion of construction and acceptance of construction by the COUNTY's County Engineer.